



**MARJORIE
KELLY**
Interim Director

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
425 Shatto Place, Los Angeles, California 90020
(213) 351-5602



September 11, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Board of Supervisors
GLORIA MOLINA
First District
YVONNE BRATHWAITE BURKE
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**REQUEST FOR APPROVAL OF FORM AMENDMENT TO EXTEND FAMILY
SUPPORT PROGRAM SERVICES WITH TWENTY-FIVE (25) AGENCIES FOR ONE
ADDITIONAL YEAR
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached form amendment (Attachment A) to be executed with the 25 agencies indicated on Attachment B to extend the Family Support Program Services for one additional year from October 1, 2002 through September 30, 2003. The amendment extensions will allow the Department of Children and Family Services (DCFS) to continue providing family support services previously approved by your Board. The cost for these extensions is \$5,000,980 and is fully financed by Promoting Safe and Stable Families (PSSF) funding; there is no net County cost. The FY 2002-03 Adopted Budget includes sufficient funding.
2. Delegate authority to the Interim Director of DCFS, or the Director's designee, to execute Form Amendments with the agencies listed in Attachment B after County Counsel approval and instruct the Interim Director of DCFS to notify the Board and the Chief Administrative Office (CAO) in writing within ten workdays that such amendments have been executed.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to extend the term of current Family Support Program Agreements. The agreement extensions are necessary to continue providing child abuse and/or neglect prevention services to families and children in all five supervisorial districts. These extensions will allow for sufficient time to conduct Town Hall meetings with community members, development of the new Three-Year Plan, and completion of the Request for Proposal (RFP) process.

The County's current Family Support Program Plan and agreements were scheduled to expire on September 30, 2002; however, the California Department of Social Services (CDSS) approved a one-year extension of the plan and will allow the agreements to be extended one-year as well (see Attachment C) to allow sufficient time for the County to meet the current legislative mandates. The new plan and RFP will reflect the mandates including time-limited family reunification and adoption promotion and support services.

Approval of the form amendment will allow for continuation of family support services that are designed to enhance the safety and welfare of children throughout the County of Los Angeles through the prevention of child abuse and/or neglect.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the County Strategic Plan by increasing access to family support services (Goal #1-Service Excellence, Strategy #1-Develop Standards for User Friendly Service) and increasing public/private partnerships (Goal #5-Children and Families' Well-Being, Strategy #1-Coordinate, collaborate and integrate services for children and families across functional and jurisdictional boundaries).

FISCAL IMPACT/FINANCING

The cost of the one-year extension of the agreements with the 25 agencies indicated on Attachment B is \$5,000,980. Additionally, the Memorandum of Understanding (MOU) with Parks and Recreation for provision of countywide family support program services will continue for one-year at a cost of \$224,197. The total cost to extend the agreements and MOU for one year is \$5,225,177 and is fully financed using PSSF funding; there is no net County cost. Funding is included in the FY 2002-03 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 2, 1995, your Board approved a Five-Year Plan for Family Preservation and Family Support in the County of Los Angeles. The agreements with 26 community-based agencies were individually executed by your Board during a six-week period from July to September, 1997. In addition to the agreements with 26 community-based organizations, an MOU was executed with the Department of Parks and Recreation. Funding for family support services totaled \$5,378,666.

On June 30, 1998, your Board approved form amendment number one to the Family Support Program Agreement for a one-time 11.03% increase of FFY 1998 funding, totaling \$545,136, increasing the total allocation amount from \$4,890,762 to \$5,435,898, and authorized the Director of DCFS to execute the amendment with each of the Family Support agencies.

On May 2, 1999, your Board approved a form amendment to increase the annual contract sum in year three for each of the Family Support agencies and the Department of Parks and Recreation by 16.05%. The maximum total contract sum increased from \$5,181,383 to \$6,076,508.

On June 15, 1999, your Board approved the Los Angeles County Three-Year Plan under the Family Preservation and Support Program and instructed the Commission for Children and Families and the Director of DCFS to continue their leadership responsibilities in overseeing the plan.

On September 21, 1999, your Board approved form amendments for 26 agencies, and authorized the Interim Director of DCFS, to extend the Family Program Support Agreements from October 1, 1999 through September 30, 2000. This extension was to allow DCFS sufficient time to prepare and complete a solicitation process before September 30, 2000. However, due to DCFS' revised direction, an RFP was not completed. Rather, DCFS requested approval from the State to extend the agreements currently in place.

On May 16, 2000, your Board approved form amendments for 26 agencies. Additionally, DCFS entered into an MOU with the Department of Parks and Recreation increasing the total funding of all agreements and the MOU for FFY 1999-2000 by \$583,218 to \$6,659,726.

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One of the original agencies, Behavioral Science Mental Health Center, Inc. was terminated on December 9, 1999, pursuant to Section 29.0, Termination for Convenience. Santa Anita Family Service's contract was amended on June 13, 2000 to increase their contract by \$185,946 in order to provide services to those clients who received services from Behavioral Science Mental Health Center, Inc.

On September 26, 2000, your Board approved form amendments to extend the Family Support Program Agreements with 25 agencies for two additional years (October 1, 2000 through September 30, 2002).

On May 29, 2002, the State of California Department of Social Services approved a one-year extension of Family Support services from October 1, 2002 through September 30, 2003 (Attachment C) to allow the County sufficient time to submit a revised County Plan incorporating all of the current legislative mandates and to conduct an RFP process.

We anticipate the release of an RFP for Family Support Program Services during the month of February 2003. The new Agreements will be in place by October 1, 2003.

This form amendment includes the County's current language for Consideration of Hiring GAIN/GROW Participants and the Compliance with Jury Service Program provision.

This Board Letter and Amendment has been reviewed by and approved as to form by County Counsel. The CAO has reviewed the Board Letter.

CONTRACTING PROCESS

No additional solicitation process was required for this Form Amendment. DCFS has evaluated and determined that the Living Wage Ordinance Program (County Code Chapter 2.201) does not apply.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The availability of these services is paramount to the prevention of child abuse and neglect, by promoting child safety, empowering families, and facilitating healthy parent-child relationships. The Department currently contracts with 25 non-profit agencies County-wide and has one MOU with the Department of Parks and Recreation. Approval of this form amendment will ensure the continuation of family support services until a new solicitation process is completed.

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CONCLUSION

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send an adopted Board letter and attachments to:

1. Department of Children and Family Services
Attention: Theresa Wisda, Manager
425 Shatto Place, Room 205
Los Angeles, CA 90020
2. Office of the County Counsel, Children's Services
Attention: Kathleen Felice, Senior Deputy County Counsel
201 Centre Plaza Drive
Monterey Park, CA 91754

Respectfully submitted,

MARJORIE KELLY,
Interim Director

MK:TW:SN:ae

Attachments (4)

- c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller
Commission for Children and Families

ATTACHMENT A

FORM AMENDMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

“AGENCY NAME”

FOR

FAMILY SUPPORT PROGRAM SERVICES

October 2002

**FORM AMENDMENT NUMBER _____ TO THE FAMILY SUPPORT PROGRAM
SERVICES AGREEMENT NUMBER _____ .**

This Form Amendment (hereafter, Amendment) to the Family Support Services Agreement number _____, as Amended (hereafter, Agreement) is made and entered into at Los Angeles, California this _____ day of _____ 2002, by and between the County of Los Angeles (hereafter, COUNTY) and _____ (hereafter, CONTRACTOR).

WHEREAS, the parties have previously entered into the Agreement to provide Family Support Program Services; and

WHEREAS, the purpose of this Amendment is to extend Family Support Services for one additional federal fiscal year; and

WHEREAS, pursuant to Paragraph 2.0 (Changes and Amendments) Subparagraph 2.2 of the Agreement, the following changes are made to the Agreement; and,

NOW, therefore in consideration of the foregoing and mutual consent herein contained, the Agreement is amended as follows:

1. Section 4.0, TERM AND TERMINATION is amended in part to add subsection 4.2 as follows:

4.2 The term of the Agreement shall be extended twelve (12) months effective October 1, 2002 through September 30, 2003 unless terminated earlier as provided herein.

2. Section 5.0, CONTRACT SUM is amended in part to add subsections 5.4 and 5.5 as follows:

5.4 The Maximum Annual Contract Sum for the twelve (12) month extension from October 1, 2002, through September 30, 2003, shall not exceed _____.

5.5 COUNTY has no obligation to pay for expenditures by CONTRACTOR that exceed the Maximum Annual Contract Sum.

3. Section 31.0, NOTICES is deleted in its entirety and replaced as follows:

1.0 NOTICES

- 1.1 All notices shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

Marjorie Kelly, Interim Director
Department of Children and Family Services
Contract Management Services
Attention: Contract Administrator
425 Shatto Place
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to CONTRACTOR

Attention:

or such other person and/or location as may hereinafter be designated in writing by the CONTRACTOR.

- 1.2 All notices may also be given upon personal delivery to any person whose actual knowledge would be sufficient notice to CONTRACTOR. Further, it is expressly understood that actual knowledge of an individual CONTRACTOR or of a co-partner, or if the CONTRACTOR is a corporation, or an officer or member of the corporation, or by the managing agent regularly in charge of the work on behalf of CONTRACTOR, shall in any case be sufficient notice.
- 1.3 CONTRACTOR shall notify COUNTY as provided in Section 31.1 when expenditures under this Agreement total seventy five percent (75%) of the Maximum Contract Sum. CONTRACTOR shall also notify COUNTY as provided in Section 31.1 when the Agreement is within six (6) months of expiration.

4. **Section 48.0, CONSIDERATION OF HIRING GAIN PARTICIPANTS, is amended in its entirety to read as follows:**

48.0 CONSIDERATION OF HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

48.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

48.2 CONTRACTOR shall send notices to the COUNTY's Department of Public Social Services offices(s) located nearest to the job location at the following addresses:

Region I – West County
5200 W. Century Blvd.
Los Angeles, CA 90045

Region II – West San Fernando Valley
14355 Roscoe Blvd.
Panorama City, CA 91402

Region II – West San Fernando Valley
Santa Clarita Sub-Office
27233 Camp Plenty Road
Canyon Country, CA 91351

Region II – West San Fernando Valley
Palmdale Sub-Office
1050 E. Palmdale Blvd. #204
Palmdale, CA 93550

Region III – San Gabriel Valley
3216 Rosemead Blvd.
El Monte, CA 91731

Region III – San Gabriel Valley
GAIN Cal-Learn Branch
3220 Rosemead Blvd.
El Monte, CA 91731

Region IV – Central and West
County
2910 W. Beverly Blvd.
Los Angeles, CA 90057

Region IV – Central and West
County
Exposition Park Sub-Office
3965 S. Vermont
Los Angeles, CA 90037

Region V – South County
2959 Victoria Street
Rancho Dominguez, CA
90221

Region VI – Southeast County
5460 Bandini Blvd.
City of Bell, CA 90201

Region VII – East San
Fernando County
3307 N. Glenoaks Blvd.
Burbank, CA 91504

- 48.3 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where applications/request(s) for applications are being received, final date of acceptance for applications and any special circumstances relevant to the hiring procedure for said position(s).

48.4 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

5. **Section 50.0, QUALITY ASSURANCE PLAN, is deleted in its entirety and replaced with the following language, which shall supplement section 38.0, CONTRACT ENFORCEMENT, QUALITY CONTROL, QUALITY LEVEL ASSURANCE, MONITORING AND REVIEW, and which shall also supplement any and all reference(s) to methods of documentation in Exhibit A-___, Statement of Work, which is attached hereto and incorporated by reference:**

50.0 QUALITY ASSURANCE PLAN

- 50.1 The COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe

or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in the Agreement.

50.2 CONTRACTOR shall provide COUNTY with monthly written statistical reports.

50.3 CONTRACTOR shall submit each monthly written statistical report to the County Program Manager, or the County Program Manager's designee, the tenth (10th) day of the following month.

50.3.1 County Program Manager shall determine, in his or her sole discretion, the adequacy of the CONTRACTOR's reports. In the event that County Program Manager notes a deficiency in any of the CONTRACTOR's reports, CONTRACTOR shall immediately remedy said deficiency.

50.4 Each monthly written statistical report shall include all of the following:

50.4.1 The number of children who have, for the first time, received one or more services from the CONTRACTOR or its subcontractors, during the prior month.

50.4.2 The total number of children who are currently receiving services from the CONTRACTOR or the CONTRACTOR's subcontractor(s).

50.4.3 The number of adults who have, for the first time, received one or more services from the CONTRACTOR or its subcontractors, during the prior month.

50.4.4 The total number of adults served by the CONTRACTOR during the prior month.

50.4.5 Notwithstanding any other provision of the Agreement, CONTRACTOR shall not count any adult or child twice when determining any of the figures required pursuant to this section 50.4.

50.4.6 The number and type of services rendered by the CONTRACTOR and its subcontractor(s) during the prior month to both children and adults.

6. **Section 52.0, NOTICE TO EMPLOYEES REGARDING THE FEDERAL INCOME CREDIT, is amended in its entirety to read as follows:**

52.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015 (Exhibit J).

7. **Section 55.0, CLIENT GRIEVANCES is added and reads as follows:**

55.0 CLIENT GRIEVANCES

CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of COUNTY's Program Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from date of the request.

8. **Section 56.0, PROPRIETARY RIGHTS is added and reads as follows:**

56.0 PROPRIETARY RIGHTS

56.1 COUNTY and CONTRACTOR agree that all software, materials, data and information developed under and/or used in connection with this Agreement shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

56.2 Any materials, data and information not developed under this Agreement, which CONTRACTOR considers to be proprietary and

confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."

56.3 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Section 56.2. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

56.4 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated in any way under Section 56.3 for:

56.4.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 56.2;

56.4.2 Any materials, data and information covered under Section 56.1; and

56.4.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

56.5 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

56.6 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

56.7 The provisions of Sections 56.4, 56.5, and 56.6 shall survive the expiration or termination of this Agreement.

9. **Section 57.0, COMMUNITY BUSINESS ENTERPRISE PROGRAM is added and reads as follows:**

57.0 COMMUNITY BUSINESS ENTERPRISE PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of Certification Application and is attached as Exhibit F.

10. **Section 58.0, DISPUTE RESOLUTION PROCEDURE is added and reads as follows:**

58.0 DISPUTE RESOLUTION PROCEDURE

- 58.1 CONTRACTOR and COUNTY agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Section 58.0.
- 58.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which COUNTY determines should be delayed as a result of such dispute. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.
- 58.3 In the event of any dispute between the parties with respect to this Agreement, CONTRACTOR and COUNTY shall submit the matter to their respective Program Managers for the purpose of endeavoring to resolve such dispute.
- 58.4 In the event that the Program Managers are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Assistant to Executive Director and COUNTY's Regional Administrator for further consideration and discussion to attempt to resolve the dispute.
- 58.5 In the event that CONTRACTOR's Assistant to Executive Director and COUNTY's Regional Administrator are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Executive Director

and to the Director of DCFS for further consideration and discussion to attempt to resolve the dispute.

58.6 All disputes utilizing this dispute resolution procedure shall at each and every level of escalation be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Section 58.0, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally (by face-to-face meeting or by telephone), or in writing (by exchanging of correspondence).

58.7 Notwithstanding any other provision of this Agreement, COUNTY's right to terminate this Agreement pursuant to Section 28.0, Termination for Default, Section 29.0, Termination for Convenience, or any other termination provision hereunder, and COUNTY's right to seek injunctive relief to enforce the provisions of Section 56.0, Proprietary Rights and Section 37.0, Confidentiality, shall not be subject to this Section 58.0, Dispute Resolution Procedure.

11. Section 59.0, COMPLIANCE WITH JURY SERVICE PROGRAM is added and reads as follows:

59.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit K and incorporated by reference into and made a part of the Amendment.

59.1 Written Employee Jury Service Policy

59.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

59.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the CONTRACT, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

59.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

59.1.4 CONTRACTOR's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR

from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

12. Section 60.0, INTERPRETATION OF CONTRACT is added and reads as follows:

60.0 INTERPRETATION OF CONTRACT

60.1 Validity

60.1.1 The invalidity, unenforceability, or illegality of any provision of this Agreement shall not render the other provisions thereof invalid, unenforceable, or illegal.

60.2 Governing Laws, Jurisdiction and Venue

60.2.1 This Agreement shall be construed in accordance with and governed by the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

60.3 Waiver

60.3.1 Any waiver by COUNTY of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of COUNTY to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping COUNTY from enforcing the full provisions thereof.

13. **Exhibit A-____, Statement of Work, is attached hereto and incorporated by reference. Exhibit A-____, Statement of Work, for October 1, 2002 through September 30, 2003, hereby amends by supplementing Exhibit A, Statement of Work, of the Agreement covering services provided.**
14. **Exhibit B-____, Budget for the contract period October 1, 2002 through September 30, 2003, hereby amends by supplementing Exhibit B, Budget.**
15. **Exhibit F, Los Angeles County Community Business Enterprise Program, is incorporated by reference into the Agreement and is attached hereto.**
16. **Exhibit J, Internal Revenue Service Notice 1015, is incorporated by reference into the Agreement, and is attached hereto.**
17. **Exhibit K, Los Angeles County Code Sections 2.203.010 through 2.203.090, "Contractor Employee Jury Service," is incorporated by reference into the Agreement, and is attached hereto.**
18. **EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AMENDMENT, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT AND ITS PRIOR AMENDMENTS SHALL REMAIN IN FULL FORCE AND EFFECT.**

**FORM AMENDMENT TO THE FAMILY SUPPORT PROGRAM SERVICES
AGREEMENT WITH <AGENCY NAME>**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Form Agreement to be subscribed on its behalf by the Director, or her designate, of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officer, the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

MARJORIE KELLY, INTERIM DIRECTOR
Department of Children and Family Services

<AGENCY'S NAME>

AUTHORIZED SIGNATURE

PRINT OR TYPE NAME

TITLE

AUTHORIZED SIGNATURE

PRINT OR TYPE NAME

TITLE

Tax Identification Number

APPROVED AS TO FORM BY THE
OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, COUNTY COUNSEL

By _____
Deputy County Counsel

ATTACHMENT B

NO.	AGENCY	FAMILY SUPPORT ANNUAL MAXIMUM ALLOCATION	SERVICE PLANNING AREA (SPA)
1.	Antelope Valley Child Abuse Center	\$141,828	1
2.	Boys and Girls Club of San Fernando	89,635	2
3.	Child and Family Center	102,142	2
4.	Community Family Guidance Center	13,599	7
5.	El Proyecto del Barrio	102,142	2
6.	Friends of The Family	190,982	2
7.	Glendale Unified School District	122,147	2
8.	Hathaway Children & Family Services	142,558	4
9.	Helpline Youth Counseling	264,860	7
10.	Hillsides	166,885	4
11.	Human Services Association	79,638	7
12.	Keep Youth Doing Something (KYDS)	222,172	2
13.	Korean Youth and Community Center	168,571	4
14.	Pasadena Mental Health Association	188,919	3
15.	Pacific Clinics	75,431	3
16.	Para Los Ninos	158,735	4
17.	Pico Union Westlake Cluster Network	122,147	4
18.	Pomona Valley Youth Employment	165,624	3
19.	Santa Anita Family Service	381,859	3
20.	Soledad Enrichment Action, Inc.	320,436	7
21.	South Bay Center for Counseling	762,738	8
22.	The Mar Vista Institute	214,146	5
23.	The Shields for Families Project	219,581	6
24.	Youth Intervention Program	385,548	6
25.	Youth Opportunities Unlimited, Inc.	198,657	6
TOTAL		\$5,000,980	

Date _____

[illegible]

PSSF LA COUNTY

FFY _____

INSTRUCTIONS: Please identify all service providers: type of service funded, e.g., parenting classes, respite care, counseling, etc.; service focus – please population targeted. Please use additional sheet(s) if necessary.

Service Provider	Types of Services Funded	Populations to served	Amount/Percent Funded	
			\$	%
SUBTOTAL SERVICES			\$	%
COUNTY ADMINISTRATION (Not to exceed 10%)			\$	%
TOTAL COUNTY ALLOCATION			\$	100%

Revised 9/2001

EXHIBIT F

LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (LAC/CBE) PROGRAM

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR §23.5.

TYPE OF BUSINESS STRUCTURE: _____
(Corporation, Limited Liability Company, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): _____

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
<i>Based on the above categories, please indicate the total numbers of men and women in the firm:</i>			
Male			
Female			

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latin American	Asian American	American Indian/ Alaskan Native	White
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

M W D DV

Agency _____ _____ Expiration Date _____

Agency _____ _____ Expiration Date _____

Agency _____ _____ Expiration Date _____

Agency _____ _____ Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

It is the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates the above, shall be suspended from bidding on, or participating as contractor, subcontractor, or supplier in any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

Name of Firm

Name and Title

Authorized Signature

Date

O:\Andrew\Family Support 2002\Part H Exhibits\Exhibit F Community Business Enterprise CBE Certification.doc

Department of the Treasury
Internal Revenue Service
Notice 1015

EXHIBIT J

**Have You Told Your Employees About
the Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2000 investment income (such as interest and dividends) is over \$2,400.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2000 are less than \$31,152 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2001.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

**How Will My Employees Know If They Can Claim
the EIC?**

The 2000 instructions for Forms 1040, 1040A, and 1040EZ, and **Pub. 596**, Earned Income Credit, explain who can claim the EIC. Generally, any employee who meets the following requirements may be able to claim the EIC for 2000.

Note: *An employee cannot claim the EIC if he or she files Form 2555 or Form 2555-EZ (relating to foreign earned income). Also, an employee who is a nonresident alien for any part of 2000 cannot claim the EIC unless he or she is married to a U.S. citizen or resident and elects to be taxed as a resident alien for all of 2000.*

- The employee's 2000 earned income and modified adjusted gross income are both under \$27,413 (under \$31,152 if the employee has more than one qualifying child; under \$10,380 if the employee does not have a qualifying child). **Earned income** for this purpose does not include amounts paid to inmates in penal institutions for their work.
- The employee's filing status is any status **except** married filing a separate return.
- The employee (and the employee's spouse if filing a joint return) is not a qualifying child of another person.
- For an employee without a qualifying child, the employee is at least age 25 but under 65 at the end of 2000. Also, no one may be entitled to claim the employee as a dependent and the employee's home must be in the United States for over half of 2000. If the employee is married filing a joint return, other rules apply.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2000 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2000 and owes no tax but is eligible for a credit of \$797, he or she must file a 2000 tax return to get the \$797 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

“Contractor Employee Jury Service”

Los Angeles County Code Sections 2.203.010 through 2.203.090

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ☐ My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date: